

This Indenture, Made this 18 day of January in the year of our Lord, one thousand nine hundred one between William F. Remisch and Anna M. Remisch husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and O. H. Lusker of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of One Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain sell and mortgage to the said part one of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Lot No. 23 and 24 in Block 13 Lane Second addition in the City of Lawrence said County and State

with the appurtenances and all the estate, title and interest of the said part one of the first part therein. And the said William F. Remisch and Anna M. Remisch hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of One thousand and no/100 Dollars, according to the terms of one certain promissory note this day executed by the said William F. Remisch and Anna M. Remisch to the said part one of the second part. Said note being given for the sum of One thousand and no/100 Dollars, dated Lawrence Kansas Jan 18 1907 due and payable in three years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part two of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of One thousand and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part one of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part one of the second part, and all sums paid by the part one of the second part for insurance, shall be due and payable or not at the option of the part one of the second part; and it shall be lawful for the part one of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part one of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale on demand, to the said parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part two of the first part have hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

William F. Remisch (SEAL)
Anna M. Remisch (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16 day of January A. D. 1907, before me A. F. Flynn a Notary Public in and for said County and State came William F. Remisch and Anna M. Remisch his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and placed my official seal on the day and year last above written.

My commission expires April 10 1911 (LS) A. F. Flynn Notary Public

Filed for Record the 16 day of Jan. A. D. 1907, at 4:55 o'clock P.M.

By Floyd L. Lawrence Deputy. Register of Deeds.

The following is a copy of the original instrument
The note having been duly acknowledged, having been paid in full, this
mortgage hereby released and void. My Sign. W. F. Remisch
of Lawrence Jan 18 1907 with my hand. Thru 6 to day
of July 18 1907 Nellie G. Smith
By Fred B. Clark Attorney in fact

Recorded July 6th 1909
Floyd L. Lawrence
Register of Deeds.

The assignment was made at 219